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Attorney for New Jersey Clean Energy Solutions, LLC dba

Solar Experts, David J. Widi Sr. and David Widi, Jr.

**IN THE UNITED STATES DISTRICT COURT
IN AND FOR THE DISTRICT OF UTAH**

100 MOUNT HOLLY BYPASS, LLC,
MILES TECHNOLOGIES, INC. and
CHRISTOPHER MILES,

Plaintiffs,

v.

AXOS BANK, GREGORY
GARRABRANTS, BARRY GORDON, JR.
KRISTIN PHILLIPS, JEFF PISTORIUS,
TECH EQUIPMENT FINANCE, LLC,
EERETTE DORAND A/K/A LEIGH
DORAND, NEW JERSEY CLEAN
ENERGY SOLUTIONS, LLC D/B/A
SOLAR EXPERTS, DAVID J WIDI SR. and
DAVID WIDI, JR.,

Defendants.

**ANSWER TO THE SECOND AMENDED
COMPLAINT**

Civil No: 2:20-CV-00856-TS

Judge Ted Stewart

COME NOW defendants New Jersey Clean Energy Solutions, LLC dba Solar Experts (“*Solar Experts*”), David J. Widi Sr. (“*Widi Sr.*”) and David J. Widi Jr. (“*Widi Jr.*” and collectively referred to as “*Solar Experts Defendants*”) by and through their attorney of record,

hereby files the foregoing Answer to the Second Amended Complaint and responds to the allegation contained therein as follows:

ANSWER

Solar Experts Defendants denies each and every paragraph contained in the Plaintiffs' Second Amended Complaint on file herein, except for those matters that are expressly addressed hereinafter.

JURISDICTION AND VENUE

1. Answering Paragraphs 1–2, seeks a legal conclusion, so no response is required. To the extent an answer is required, Solar Experts Defendants Deny.

THE PARTIES

2. Answering Paragraphs 3–5, Solar Experts Defendants lack sufficient knowledge as to the residence of the Plaintiffs. To the extent an answer is required, Solar Experts Defendants Deny.

3. Answering Paragraph 6, Solar Experts Defendants lack sufficient knowledge as to the residence of Defendant AXOS Bank. To the extent an answer is required, Solar Experts Defendants Deny.

4. Answering Paragraphs 7–9, Solar Experts Defendants admit that they are residents of New Jersey. Solar Experts Defendants object to the relevance of other allegations and that the documents presented speak for themselves.

5. Answering Paragraphs 10–15, Solar Experts Defendants lack sufficient knowledge as to the residence and allegations related to the remaining Defendants. To the extent an answer is required, Solar Experts Defendants Deny.

FACTUAL BACKGROUND

6. Answering Paragraph 16, Solar Experts Defendants is without information that Plaintiffs were exploring to purchase a solar energy system for a building owned by Mt. Holly and occupied by Miles Tech, Located in Lumberton, New Jersey. To the extent an answer is require, Solar Experts Defendants Deny.

7. Answering Paragraph 17, Solar Experts Defendants Admit they were contacted for the installation of solar panels by Robert Lyons acting on behalf of Miles Tech, Deny the remaining allegations.

8. Answering Paragraph 18, Solar Experts Defendants Admit that they presented Plaintiffs with a proposal to sell a solar energy system, they are without sufficient knowledge of what capacity Dorand was acting in, Deny the remaining allegations.

9. Answering Paragraphs 19, Solar Experts Defendants Admit that Widi Jr. communicated at times with Miles, Deny the remaining allegations.

10. Answering Paragraph 20, Solar Experts Defendants Admit Widi Jr. communicated at times with Miles, but deny the remaining allegations.

11. Answering Paragraph 21, Solar Experts Defendants Admit that Widi Jr. communicated at times with Miles. Solar Experts Defendants are without sufficient knowledge of what capacity Dorand was acting in, Deny as to the remaining allegations.

12. Answering Paragraph 22, Solar Experts Defendants Admit that Widi Jr. communicated at times with Miles, Deny the remaining allegations.

13. Answering Paragraph 23, Solar Experts Defendants Admit that they entered into a purchase agreement for the purchase and installation of solar panels, they are without sufficient

information if Plaintiffs relied on representations for themselves of TechEFI, to the extent that an answer is required Deny.

14. Answering Paragraph 24, The documents referenced speak for themselves, to the extent an answer is required Deny.

15. Answering Paragraph 25, Solar Experts Defendants are without sufficient knowledge of what information Plaintiffs relied on. Solar Experts Deny that any misrepresentations or misstatements as to the price to be paid by Plaintiffs related to the Solar System. To the extent that an answer is required, Deny.

16. Answering Paragraph 26, Solar Expert Defendants Deny.

17. Answering Paragraph 27, The documents related to this transaction speak for themselves, Solar Experts Defendants deny the remaining allegations.

18. Answering Paragraph 28, Solar Experts Defendants Admit that they agreed to and did install the solar system. The documents referenced speak for themselves. To the extent an answer is needed for the remaining allegation, Deny.

19. Answering Paragraphs 29–31, The documents referenced speak for themselves, furthermore, these paragraphs seek a legal conclusion and no response is required, to the extent an answer is required, Deny.

20. Answering Paragraph 32, Solar Experts Defendants Deny to the extent these allegations are related to them. As for the allegations related to the other parties Solar Experts Defendants are without sufficient knowledge.

21. Answering Paragraph 33, the documents referenced speak for themselves, furthermore this paragraph seeks a legal conclusion and no response is required, to the extent an answer is required, Deny.

22. Answering Paragraph 34, Solar Experts Defendants Deny to the extent these allegations are related to them. As for the allegations related to the other parties Solar Experts Defendants are without sufficient knowledge.

23. Answering Paragraph 35, Solar Experts Defendants, Deny.

24. Answering Paragraph 36, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

25. Answering Paragraph 37, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

26. Answering Paragraph 38, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

27. Answering Paragraph 39, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

28. Answering Paragraph 40, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

29. Answering Paragraph 41, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

30. Answering Paragraph 42, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

31. Answering Paragraph 43, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

32. Answering Paragraph 44, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

33. Answering Paragraph 45, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

34. Answering Paragraph 46, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

35. Answering Paragraph 47, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny. Furthermore, Solar Experts Deny that any misrepresentation was made as to the Documents identified in this Paragraph 47 and that the documents referenced speak for themselves.

36. Answering Paragraph 48, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

37. Answering Paragraph 49, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

38. Answering Paragraph 50, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny.

39. Answering Paragraph 51, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants, Deny. Furthermore, this calls for a legal conclusion.

40. Answering Paragraph 52, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

41. Answering Paragraph 53, the documents referenced speak for themselves, furthermore this paragraph seeks a legal conclusion and no response is required, to the extent an answer is required, Deny.

42. Answering Paragraph 54, the documents referenced speak for themselves, furthermore this paragraph seeks a legal conclusion and no response is required is, to the extent an answer is required, Deny.

43. Answering Paragraph 55, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

44. Answering Paragraph 56, Solar Experts Defendants Deny.

45. Answering Paragraph 57, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

46. Answering Paragraph 58, Solar Experts Defendants, Deny.

47. Answering Paragraph 59, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

48. Answering Paragraph 60, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

49. Answering Paragraph 61, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

50. Answering Paragraph 62, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

51. Answering Paragraph 63, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

52. Answering Paragraph 64, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

53. Answering Paragraph 65, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

54. Answering Paragraph 66, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

55. Answering Paragraph 67, Solar Experts Defendants admit that the solar system was operational, Deny the remaining allegations.

56. Answering Paragraph 68, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

57. Answering Paragraph 69, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

58. Answering Paragraph 70, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

59. Answering Paragraph 71, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

60. Answering Paragraph 72, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

61. Answering Paragraph 73, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

62. Answering Paragraph 74, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

63. Answering Paragraph 75, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

64. Answering Paragraph 76, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

65. Answering Paragraph 77, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

66. Answering Paragraph 78, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

67. Answering Paragraph 79, Solar Experts Defendants, Deny

68. Answering Paragraph 80, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

69. Answering Paragraph 81, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

70. Answering Paragraph 82, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

71. Answering Paragraph 83, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

72. Answering Paragraph 84, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

73. Answering Paragraph 85, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny.

74. Answering Paragraph 86, This allegation does not concern Solar Expert Defendant. To the extent that it does Solar Experts Defendants, Deny.

75. Answering Paragraph 87, This allegation does not concern Solar Expert Defendant. To the extent that it does Solar Experts Defendants, Deny.

76. Answering Paragraph 88, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

77. Answering Paragraph 89, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

78. Answering Paragraph 90, Solar Experts Defendants, Deny.

79. Answering Paragraph 91, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

80. Answering Paragraph 92, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

81. Answering Paragraph 93, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

82. Answering Paragraph 94, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

83. Answering Paragraph 95(a)–(g), Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

84. Answering Paragraph 96, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

85. Answering Paragraph 97, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

86. Answering Paragraph 98, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

87. Answering Paragraph 99, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

88. Answering Paragraph 100, Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

89. Answering Paragraph 101, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

90. Answering Paragraph 102, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

91. Answering Paragraph 103, the document referenced speaks for itself, all remaining allegations Solar Experts Defendants Deny.

92. Answering Paragraph 104, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Deny that Solar Experts Defendants were paid the amounts owed to them for the work performed. Furthermore, this calls for a legal conclusion.

93. Answering Paragraph 105, this calls for a legal conclusion. To the extent that an answer is needed Solar Experts Defendants, Deny.

94. Answering Paragraph 106, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

95. Answering Paragraph 107, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

96. Answering Paragraph 108, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

97. Answering Paragraph 109, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

98. Answering Paragraph 110, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

99. Answering Paragraph 111, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

100. Answering Paragraph 112, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

101. Answering Paragraph 113, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

102. Answering Paragraph 114, this calls for a legal conclusion. To the extent that an answer is needed Solar Experts Defendants, Deny.

103. Answering Paragraph 115, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

104. Answering Paragraph 116, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

105. Answering Paragraph 117, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

106. Answering Paragraph 118, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

107. Answering Paragraph 119, Solar Experts Defendants Admit that they filed a construction lien but deny as to the remaining allegations.

108. Answering Paragraph 120, Solar Experts Defendants Admit that the documents referenced speak for themselves but deny as to the remaining allegations.

109. Answering Paragraph 121–122, Solar Experts Defendants Admit that the documents referenced speak for themselves but deny as to the remaining allegations.

110. Answering Paragraph 123, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

111. Answering Paragraph 124, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

112. Answering Paragraph 125, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

113. Answering Paragraph 126, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

114. Answering Paragraph 127, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

115. Answering Paragraph 128, Solar Experts Defendants Admit that Plaintiffs submitted an answer to the complaint, as to the remaining allegations Solar Experts Defendants Deny.

116. Answering Paragraph 129, Solar Experts Defendants Admit that Plaintiffs submitted an answer third-party complaint, as to the remaining allegations Solar Experts Defendants Deny.

117. Answering Paragraph 130, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

ALLEGATION COMMON TO ALL RICO COUNTS

118. Answering Paragraph 131, Solar Experts Defendants do not have enough information to answer and therefore Deny.

119. Answering Paragraph 132, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

120. Answering Paragraph 133, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

121. Answering Paragraph 134, Solar Experts Defendants cannot answer for another defendant, to the extent an answer is needed Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

122. Answering Paragraphs 135(a)–(jj), Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

123. Answering Paragraph 135(kk), Solar Experts Defendants Admit that they filed a construction lien but they deny the remaining allegations. Furthermore, this calls for a legal conclusion.

124. Answering Paragraphs 135(ll), Solar Experts Defendants cannot answer for another defendant, but as to all allegations directed toward the Solar Experts Defendants Deny. Furthermore, this calls for a legal conclusion.

FIRST CLAIM FOR RELIEF

125. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 136.

126. Answering Paragraphs 137–140, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

127. Solar Experts Defendants Deny the request of relief related to this claim.

SECOND CLAIM FOR RELIEF

128. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 141.

129. Answering Paragraphs 142–145, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

130. Solar Experts Defendants Deny the request of relief related to this claim.

THIRD CLAIM FOR RELIEF

131. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 146.

132. Answering Paragraphs 147–153, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

133. Solar Experts Defendants Deny the request of relief related to this claim.

FOURTH CLAIM FOR RELIEF

134. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 154.

135. Answering Paragraphs 155–159, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

136. Solar Experts Defendants Deny the request of relief related to this claim.

FIFTH CLAIM FOR RELIEF

137. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 160.

138. Answering Paragraphs 161–166, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

139. Solar Experts Defendants Deny the request of relief related to this claim.

SIXTH CLAIM FOR RELIEF

140. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 167.

141. Answering Paragraphs 168–173, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

142. Solar Experts Defendants Deny the request of relief related to this claim.

SEVENTH CLAIM FOR RELIEF

143. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 174.

144. Answering Paragraphs 175–177, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

145. Solar Experts Defendants Deny the request of relief related to this claim.

EIGHTH CLAIM FOR RELIEF

146. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 178.

147. Answering Paragraphs 179–181, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

148. Solar Experts Defendants Deny the request of relief related to this claim.

NINETH CLAIM FOR RELIEF

149. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 182.

150. Answering Paragraphs 183–188, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

151. Solar Experts Defendants Deny the request of relief related to this claim.

TENTH CLAIM FOR RELIEF

152. Solar Experts Defendants reassert and incorporate their responses and defenses to the foregoing paragraphs and paragraph 189.

153. Answering Paragraphs 190–198, Solar Experts Defendants neither admit nor deny as it is a question of law and has no factual allegations, to the extent an answer is required, Deny.

154. Solar Experts Defendants Deny the request of relief related to this claim.

SOLAR EXPERTS DEFENDANTS' AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims fail to state a claim against Solar Experts Defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Solar Experts Defendants denies each and every allegation of the Second Amended Complaint which is not specifically admitted or otherwise pled to herein.

THIRD AFFIRMATIVE DEFENSE

Plaintiffs have failed to mitigate their damages, if any.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by the doctrine of waiver estoppel, laches, equitable estoppel, ratification, rescission and unclean hands.

FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' damages, if any, were proximately caused by the negligence or other legal fault of third parties over whom Solar Experts Defendants have neither control nor right of control.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part by Solar Experts Defendants' good faith and lack of intent to harm Plaintiffs' or to engage in any known wrongful act or violation of law.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part to the extent that Plaintiffs' alleged injury is caused by the action or fault of Plaintiff or others.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred in whole or in part because there is no causal relationship between any of Plaintiffs' alleged damages and any allegedly wrongful act of Solar Experts Defendants.

NINETH AFFIRMATIVE DEFENSE

Plaintiffs' Second Amended Complaint is barred, in whole or in part, by the doctrine of unclean hands.

TENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred, in whole or in part, because Plaintiffs' damages, if any, are too uncertain and speculative.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims against Solar Experts Defendants are barred in whole or in part to the extent that Solar Experts Defendants were privileged or entitled to take the actions alleged by Plaintiffs'.

TWELFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims lack merit and are not brought in good faith, and Solar Experts Defendants are entitled to an award of attorneys' fees.

THIRTEENTH AFFIRMATIVE DEFENSE

Punitive damages in this case are prohibited by at least the following provisions of the United States Constitution:

The due process clauses (including substantive and procedural due process) of the Fifth and Fourteenth Amendments to the United States Constitution;

The taking clauses of the Fifth and Fourteenth Amendments to the United States Constitution;

The equal protection clauses of the Fourteenth Amendments to the United States Constitution;

The prohibitions against excessive fines and punishments contained in the Eighth Amendment of the United States Constitution;

The rights given an accused by the Fifth and Sixth Amendments to the United States Constitution;

Among the reasons an award of punitive damages in this case would violate these and other provisions of the United States Constitution:

The standards of conduct and standards for awarding punitive damages are vague and ambiguous;

Plaintiff seeks to punish Defendants for the acts of others;

Defendants have not been given the same protections and guarantees as criminal defendants, such as protection from self-incrimination, charge upon adequately detailed information, proof beyond a reasonable doubt, etc.;

The state's power to punish is not invoked for the purpose of serving the public good, nor is it controlled by prosecutorial discretion, but rather, the state's power is invoked, unchecked, for the private purpose of retribution and greed; and

The threat of punishment will be used to chill Defendants' access to open courts and extort a favorable civil resolution.

FOURTEENTH AFFIRMATIVE DEFENSE

Under the provisions of U.C.A. § 78-18-1, a portion of any punitive damage award goes to the State of Utah. Therefore, the protections are subject to the Eighth Amendment to the U.S. Constitution.

FIFTEENTH AFFIRMATIVE DEFENSE

Under no circumstances may Solar Experts Defendants be held derivatively liable for an award of punitive damages.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims, if any, should be reduced or barred to the extent Plaintiff failed to mitigate their damages.

SEVENTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by the applicable statute of limitations or limitations period.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims if any, fail and/or are barred by the doctrine of accord and satisfaction.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims, if any, fail and/or are barred as a result of lack of consideration and/or failure of consideration.

TWENTIETH AFFIRMATIVE DEFENSE

Plaintiffs' exorbitant claims for damages are speculative in nature and such claims fail and/or are barred.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Plaintiffs' claims fail in that they were the first to materially breach any referenced contract.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Plaintiffs' claims are barred by their failure to exercise due diligence.

TWENTY-THIRD AFFIRMATIVE DEFENSE

Plaintiffs' claims fail and/or are barred as a result of external factors over which Solar Experts Defendants had no influence or control.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail based on the lack of meeting of the minds between the parties as to contractual obligations claimed to exist between the parties.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail under the doctrine of merger or as a result of the application of the doctrine of merger.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail as a result of the doctrine of novation.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Plaintiffs' claims fail to the extent the facts in the matter evidence mutual mistake and or mistake.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to an accounting because they have already been provided access to all relevant documents and accounting information.

TWENTY-NINETH AFFIRMATIVE DEFENSE

Solar Experts Defendants currently have insufficient knowledge or information on which to form a belief as to whether they may have additional, yet unstated, defenses available. Solar Experts Defendants reserve the right to assert additional affirmative defenses in the event discovery indicates they would be appropriate.

WHEREFORE, Solar Experts Defendants request that this Court dismiss Plaintiffs' Complaint, deny Plaintiffs' claims for relief, award Solar Experts Defendants their costs and attorney's fees incurred in defending against the Complaint, and to award such further relief as this Court deems proper.

[Signature on the following page]

DATED this 26th day of January, 2022.

SHUMWAY VAN

/s/ Robert T. Spjute

ROBERT T. SPJUTE

*Attorney for New Jersey Clean Energy Solutions,
LLC dba Solar Experts, David J. Widi Sr. and
David Widi, Jr.*

CERTIFICATE OF SERVICE

I hereby certify that on this 26th day of January, 2022, I electronically filed the foregoing **ANSWER TO THE FIRST AMENDED COMPLAINT** via the Court's CM/ECF system, which in turn affected service on all counsel of record.

/s/ Robert T. Spjute

EMPLOYEE OF SHUMWAY VAN